

The Municipality of
Powassan
REQUEST FOR
PROPOSAL

TCCC Structural Remediation

Prepared by:
The Corporation of the Municipality
of Powassan
250 Clark Street, Box 250
Powassan, ON P0H 1Z0

1. Purpose of Request for Proposal

The Municipality of Powassan (the Municipality) is seeking a qualified Consulting Firm to provide services which may include the investigation, preliminary design, construction cost estimating, construction and tender document preparation, procurement services, and contract administration for the structural remediation of the Trout Creek Community Centre. Proposals are to be based on the Scope of Work as outlined in Section 3 of this RFP.

2. Information and Instructions

2.1 Background Information

The Municipality of Powassan was created in 2001 through the amalgamation of the former towns of Trout Creek and Powassan and the Township of South Himsforth. The Municipality is a small urban/rural community with a population of approximately 3,200. It is located approximately 3 hours north of Toronto and 20 minutes south of North Bay.

The Municipality is governed by a Mayor and four Councillors. Residents are provided all standard municipal services, including water and sewer services.

The TCCC is a two-story wood framed, non-sprinklered structure with sloped roofs, located at 181 Main Street West in Trout Creek. The total building footprint is approximately 25,000 sq ft. The facility contains both an ice pad and community hall, and is used by many different community groups year-round.

Additional information on the Municipality can be found on the municipal website: <https://www.powassan.net/>.

2.2 Submission of Proposals

Proposals shall be submitted in the form and format specified in Section 4 and shall include a completed Form of Proposal attached as Appendix A to this document. A designated signing officer authorized to bind the Proponent to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Powassan in accordance with Section 2.5 must be acknowledged by the Proponent on the Form of Proposal.

Each Proponent is asked to submit one (1) electronic copy of the Proposal.

The electronic copy of the Proposal must be delivered by email to Brayden Robinson, Director of Corporate Services/Treasurer, at brobinson@powassan.net, and must be received no later than 4:30 PM local time on Monday July 7, 2025. The subject line of the email must read 'RFP- TCCC Structural Remediation'.

It is the responsibility of the Proponent to ensure that the Municipality receives its Proposal prior to the submission deadline, in accordance with the submission process outlined above. Proposals received after the submission deadline will not be considered.

2.3 Lead Contact

The Municipality of Powassan has endeavoured to provide complete and correct information necessary for Proponents to properly assess and determine the scope and complexity of work prior to submitting a Proposal.

Proponents are solely responsible for determining if more information is required or if anything contained in this document appears incorrect or incomplete, and for contacting the Lead Contact identified below if they have any questions whatsoever prior to the closing date.

Information obtained from any source other than the Lead Contact is not official and may be inaccurate. The Municipality will not be responsible for any verbal statement, instruction, or representations.

All inquiries for this RFP must be directed by email to:

Brayden Robinson, Director of Corporate Services/Treasurer
brobinson@powassan.net

A Proponent may be disqualified if, during the period between the issuance of this Request for Proposal and the date of notification of the award, they contact any individual who is involved in this RFP process and who is not the Lead Contact. This is to ensure that all Proponents receive the same information and are treated equitably.

2.4 Required Review and Clarification

It is the responsibility of each Proponent to carefully review this RFP. Questions concerning clarification of the contents of this document must be received by the Lead Contact by no later than 4:30 PM local time on Friday June 27, 2025. This is to allow time for the issuance of any necessary addenda.

In submitting a Proposal, the Proponent acknowledges that they have read, completely understand, and accept the terms and conditions of the RFP in full. The Municipality of Powassan is not responsible for any misunderstanding of the RFP.

2.5 Mandatory Site Visit

All Proponents will be required to arrange a Site Visit, which are to be set up by appointment through the Lead Contact. Site visits will be held before close of business on June 26, 2025. Responses from Proponents who have not arranged a Site Visit will not be considered.

2.6 Amendments to the RFP

The Municipality may issue addenda to clarify and/or modify certain aspects of the RFP prior to the submission deadline. Addenda shall be posted by 4:30 PM on Monday June 30, 2025 to <https://www.powassan.net/> and shall be available in hard copy format at the municipal office upon request.

2.7 Opening of Proposals

There will be no formal opening of proposals. Proposals will be evaluated, and a recommendation brought to Council at the July 15, 2025 regular meeting. Proponents are welcome to attend this meeting at their own cost.

2.8 Rights of the Municipality of Powassan

The Municipality of Powassan reserves the right to:

- a) Make public the names of any or all Proponents and their quoted fees
- b) Verify with the Proponent or with a third party any information set out in their Proposal
- c) Disqualify any Proponent whose Proposal contains misrepresentations, any other inaccurate or misleading information, or any qualifications
- d) Disqualify any Proponent who has engaged in conduct prohibited by this RFP
- e) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP
- f) Select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Municipality
- g) Cancel this RFP process at any stage
- h) Cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables
- i) Accept or reject any or all Proposals in whole or in part
- j) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal
- k) If a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent
- l) Enter into negotiations with the selected Proponent to obtain cost savings, additional services, amendments to the scope of work, or any other matter

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

2.9 Not Responsible for Costs

The Municipality shall not pay any costs associated with the preparation, submission, or presentation of the Proponent's Proposal. The Municipality shall not be liable for any expenses, costs, or losses suffered by the Proponent or any third party resulting from the Municipality exercising any expressed or implied rights under this RFP.

2.10 Proposal Expiry Date

Proponents hereby acknowledge that their Proposals shall be irrevocable for a period of 90 days after the submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Powassan and the successful Proponent and may be initiated by either party.

2.11 Confidentiality and Ownership

Any information provided to the Proponent by the Municipality before, during, or after the RFP is completed shall be treated as confidential and shall not be used or communicated by the Proponent or any third party in any way unless otherwise identified or permitted by the Municipality of Powassan or under Federal/Provincial legislation. Information, reports, documentation, plans, etc. that are produced by the successful Proponent in response to this RFP shall become the exclusive property of the Municipality of Powassan. However, intellectual property such as specific tolls, templates, and processes that the Proponent provides as part of the deliverables remains the property of the Proponent if so requested.

2.12 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Powassan. This information shall be an integral component of the submission. All written Proposals received by the Municipality become a public record. Once a Proposal is received by the Municipality and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

2.13 Municipal Information Waiver

All information contained in this document and any potential subsequent addenda, with respect to operations, qualities, values, description of properties, losses, etc., are reasonably and realistically accurate to the best of the Municipality's knowledge. However, accuracy is not guaranteed by the Municipality.

2.14 Indemnification

The successful Proponent must agree to keep the Municipality indemnified against any and all claims, actions, or demands that may be brought, made, or arise in respect of anything done or omitted to be done by the successful Proponent or its employees, who shall be and remain at all times and for all purposes the servants or employees of the successful Proponent, save and except to the extent that such claims, actions, or demands arise from or relate to the negligence, wrongful act, or omission of the Municipality or any of its officers or employees.

2.15 Termination of Contract

The Municipality reserves the right to immediately terminate a contract with the successful Proponent for sufficient cause, including but not limited to non-performance, late deliveries, inferior quality, and fee issues. Either party may terminate a contract by providing the other party with 30 calendar days' written notice including the reason for termination. In the event of such termination, the Proponent will be paid for services up to and including the date of termination. In no event shall the Proponent be entitled to damages or compensation for anticipated profits that may be lost because of such termination.

2.16 Legal Proceedings with the Municipality

No Proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract, bid submission, or business transaction.

2.17 Conflict of Interest

In its response, the Proponent must disclose to the Municipality any potential conflict of interest that might compromise the performance of the Services. If such conflict interest does exist, the Municipality may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Municipal employee, Council member, or member of a Municipal agency, board, or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the Municipality may, at its discretion, refuse to consider the Proposal or withhold the awarding to the Successful Proponent until the matter is resolved to the Municipality's satisfaction.

Failure to disclose an existing conflict of interest shall result in the disqualification of the Proponent's Proposal.

2.18 Request to Withdraw a Submitted Proposal

Requests for the withdrawal of a Proposal shall be allowed if the request is made prior to the closing date and time. Requests shall be directed to the Lead Contact by letter or email, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same RFP.

2.19 Adjustment to a Proposal

Adjustments by telephone, fax, email, or letter to a submitted Proposal will not be considered. A Proponent desiring to made adjustments to a Proposal shall withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified closing date and time.

2.20 Proposal Returned Unopened

A Proposal received after the closing date and time shall be noted and returned unopened to the Proponent. If a late Proposal is received without a return address on the envelope, it shall be opened to obtain the address and then returned. The covering letter will advise why the submission was not returned unopened.

2.21 Submission of More Than One Proposal

If two (2) or more Proposals are received from the same Proponent for the same RFP, the Proposal with the latest time and date received shall be considered the intended Proposal.

2.22 No Guarantee Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement executed with the successful Proponent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

2.23 Failure to Enter into Agreement

In addition to all of the Municipality's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within the period of time set out to do following the notice of selection, the Municipality may, in its sole discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

2.24 Additional Requirements

- a) The use of qualified sub-contractors by the Proponent to perform specific duties while under contract is permitted only if the Proponent declares such use in the Proposal or if the successful Proponent receives written approval from the Municipality.
- b) The successful Proponent shall, throughout the term of the contract, obtain and maintain in force a General Liability Insurance and/or Professional Liability Insurance coverage of not less than \$5,000,000 per occurrence inclusive, and

Automobile Liability Insurance of not less than \$2,000,000 per occurrence inclusive, to indemnify and hold harmless the Municipality against any liability which may arise from the successful Proponent's activities under this contract. The successful Proponent must provide a certificate of insurance within 30 days of awarding the contract.

- c) The successful Proponent shall ensure that all services and products provided in respect to this proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under the Occupational Health and Safety Act.

2.25 Proposed Timeline

The timeline set out below is the Municipality's best estimate of the schedule that will be followed. It is intended to be for guidance purposes only.

RFP Issue Date	June 13, 2025
Mandatory Site Visit	June 26, 2025, 4:30 p.m.
Deadline for submission of questions (see Section 2.4)	June 27, 2025, 4:30 p.m.
Deadline for addenda to be posted on the Municipality website (see Section 2.5)	June 30, 2025, 4:30 p.m.
Submission Deadline	July 7, 2025, 4:30 p.m.
Recommendation taken to Council	July 15, 2025
Notification of Award	Within ten (10) calendar days following Council decision

3. General Scope of Work

The Trout Creek Community Centre is a two storey, wood-framed structure located at 181 Main Street West in Trout Creek.

In the spring of 2024, the Municipality conducted a structural/mechanical/electrical review on the TCCC. Following the recommendations outlined in this report, the Municipality conducted a follow-up detailed structural investigation and localized analysis on the following items:

- a) Condition of interior wood columns around the rink area and retrofit bolted bearing plates
- b) Condition of exterior wood columns around the rink area
- c) Code compliance of previously installed structural modifications

This analysis identified significant deterioration of the interior and exterior wood columns. Temporary, additional structural buttressing was installed in the winter of 2024 to maintain occupancy for the 2024/2025 ice season.

The Municipality is seeking options for the remediation of these columns, to allow for the continued operations of the facility.

Copies of the previous structural engineering reports on the TCCC are included as Appendices A through D.

3.1 Mandatory Requirements

The Municipality of Powassan is seeking a qualified Consulting Firm to provide services which may include the investigation, preliminary design, construction cost estimating, construction and tender document preparation, procurement services, and contract administration for the structural remediation of the Trout Creek Community Centre.

The Consulting Firm is to provide a Project Team comprised of experienced technical professionals, including qualified structural engineers, to meet all requirements under the Ontario Building Code for the scope of work as outlined below.

This project is to assess, and determine options for remediating, the deteriorating interior and exterior support columns and all associated structural elements.

In addition, the Consultant is to assess the temporary support posts installed in the winter of 2024 and provide recommendations regarding what additional repairs, if any, would be required to maintain occupancy until permanent repairs are completed. Any further consulting work related to the temporary support posts after these recommendations are completed would be provided as additional services rendered.

The scope of work is divided into four Phases, as below. The Municipality explicitly states that the extension of the project beyond Phase 1, and/or the completion of all below-outlined Phases, is not guaranteed. Each Phase must be initiated by the Municipality, in writing. This Project may be cancelled, postponed, or delayed at any time and for any reason at the sole discretion of the Municipality. In the event the Project is cancelled, the Proponent will be compensated only for work completed up until the Notice of Cancellation has been issued, in writing, to the Proponent.

Phase 1:

- a) Schedule a kick-off meeting with the Municipality to discuss project goals, directions, and investigations.
- b) Complete a site visit to investigate the interior and exterior columns, temporary support posts, and all other relevant information and site conditions.
- c) Gather and review all supporting documentation, including reports and drawings.
- d) Provide a report summarizing the initial findings relating to the temporary support posts, including proposed solutions, a Class C construction cost estimate, and a proposed construction timeline.
- e) Provide a report summarizing the initial findings relating to the permanent remediation of the deteriorated interior and exterior posts, including proposed

solutions, a Class C construction cost estimate, and a proposed construction timeline.

- f) Provide final comments, recommendations, and limitations.

The Municipality will provide any necessary access equipment.

Phase 2:

- a) Provide Issued for Tender and Building Permit (IFTP)-level drawings and specifications for the full proposed remedial scope.
- b) Provide ongoing reports to the Municipality on the status of project work.
- c) Formal meeting with the Municipality at 90% complete working drawings and specifications.
- d) Provide an updated cost estimate for the remedial work.

Phase 3:

- a) Prepare tender documentation for issuance.
- b) Assist with the answering of any bidder questions and any other technical matters which may arise during the procurement period.
- c) Assist with the review of submissions and provide recommendations to the Municipality.

Phase 4:

- a) Provide contract administration services from the time of contract award to the end of the warranty period.
- b) Provide site inspections and all reviews at regular stages of the project to ensure workmanship and products follow the requirements of the construction documents. All site inspections to be followed up with reports.
- c) Attend regular site meetings including a preconstruction meeting. Produce and disperse meeting minutes.
- d) Provide management for all changes and clarifications to the construction contract.
- e) Manage any issues with the contractor.
- f) Manage all progress draws and certificates for payment.
- g) Manage all project closeout procedures including substantial completion, deficiencies, occupancy review, total completion, and one-year warranty review.

4. Submission Requirements

Proponents are asked to submit a proposal which contains all of the information detailed below.

4.1 Format

For the Municipality of Powassan to evaluate proposals fairly and consistently, Proponents should follow the format set out herein and provide all of the information as requested. Failure to provide all required information as detailed in this RFP may result in the Proponent being disqualified or scoring poorly in the evaluation. Proponents are

encouraged to provide any additional information not specifically outlined in this RFP that they believe would be of value in evaluating their Proposal.

4.2 Professional and Corporate Information

Proposals must include information of a general nature on the current staffing and projects of the firm. This should also incorporate contact information for the Proponent and a general description of the corporate practice. For comparative purposes, Proponents are requested to describe their experience and resources as it relates to the scope of work in examining structures similar to the TCCC.

In addition, specific information shall be included with respect to those staff members who are proposed to have direct responsibility for the Municipality, including:

- Name and credentials, including areas of expertise
- Training and experience
- Position in the firm
- Proposed relationship to the client
- Anticipated general area of responsibility

Proposals must also include information with respect to any subcontractors included in performing the scope of work, including any credentials or professional designations held and their role in the analysis.

4.3 Project Plan

Proponents shall describe their understanding of the requirements of this Project, including a discussion of any perceived challenges and their associated resolutions, and provide a detailed project plan including a narrative work breakdown structure.

4.4 Fee Structure

Proposals shall include a quotation of the fees to be charged for the scope of work as outlined in Section 3.1 as above, with specific fees identified for each phase of the Proposal. Fees should be broken down in a manner which details the total professional fees, disbursements, and any other specifically identifiable costs. Any applicable taxes should be noted separately.

The Municipality shall not be billed beyond the submitted Proposal price unless agreed to by the Municipality, in writing, prior to any additional expenditures being incurred.

4.5 Project Schedule

Proposals shall include a tentative schedule, including key dates for all project phases. It is expected that the report on the remediation of the temporary support posts is to be provided no later than August 29, 2025. It is further expected that the report on the

permanent remediation of the interior and exterior wood columns is to be provided no later than September 26, 2025.

It is explicitly understood that the timelines for the initiation of Phases 2 through 4 are at the control of the Municipality. Proponents are therefore asked to indicate the number of days required to complete the scope of work for each Phase, after its initiation by the Municipality.

4.6 References

A list of three (3) references including contact names, addresses, and phone numbers must be provided relating to projects similar in scope over the previous five (5) years. At least two (2) of these references must be from the Ontario broader public sector. The Municipality may contact any or all of the references provided in its evaluation of the Proposal.

5. Evaluation Criteria

As part of the evaluation process, the Municipality may contact one or more Proponents to clarify or obtain more information about their Proposal or substantiate any details contained therein. Discussions will only be held with Proponents who have submitted a Proposal deemed reasonably acceptable for award.

The Municipality of Powassan may make their award(s) on the basis of the Proposals, without seeking additional information and/or clarification. Therefore, each initial Proposal should reflect the best efforts of the Proponent and include all required documentation as set out in the RFP.

An evaluation of each Proposal will be conducted using the criteria established below. The results of these evaluations will be used to make a recommendation to Council.

- a) A demonstration that the needs of the Municipality are understood and will be met
- b) A demonstration that the Proponent is able to provide the required services, including its experience and knowledge as it relates to the scope of work
- c) The reasonableness of the proposed project schedule
- d) The completeness and reasonableness of the fees schedule
- e) The quality of the references provided

Schedule A: Form of Proposal

The Municipality of Powassan is inviting proposals for the structural remediation of the Trout Creek Community Centre.

I/We, the Undersigned, having examined this Request for Proposal, do hereby offer to enter into an agreement with the Municipality of Powassan to provide services under the terms included in this RFP.

Company Name: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

Signature of Witness

Signature of Authorized Representative of Firm

I have authority to bind the Firm.

Name of Witness (Please Print)

Name of Authorized Representative of Firm (Please Print)

Address of Witness (Please Print)

Title of Authorized Representative of Firm (Please Print)

Date

Date

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Adden. No. 1

Adden. No. 2

Adden. No. 3