

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-05-PRC –DESIGN, SUPPLY AND INSTALLATION OF A
SPLASH PAD, WASHROOM UPGRADES AND PARK ENHANCEMENTS**

The Town of Hanover invites proposals from qualified professional firms to provide design services and project management for the supply and construction of a splash pad facility, washroom upgrades and park enhancements at Hanover Town Park 780- 7th Ave. Sealed proposals, clearly marked **RFP 2024-05-PRC – DESIGN, SUPPLY AND INSTALLATION OF A SPLASH PAD, WASHROOM UPGRADES AND PARK ENHANCEMENTS** will be received by Vicki McDonald, Clerk, Corporation of the Town of Hanover, 341 10th Street, Hanover, ON N4N 1P5 until **1:00 pm local time, on December 9, 2024.**

The proposals will be opened publicly at that time.

Request for Proposal (RFP) document with specifications and details may be obtained at the Municipal Office, 341 10th Street, Hanover, ON or on the Town of Hanover website www.hanover.ca/tenders-and-bids.

For additional information regarding the tender specifications, contact:

Laura Christen, Director of Parks, Recreation & Culture
Town of Hanover
519.364.2310 x 2123
lchristen@hanover.ca

Lowest or any proposal not necessarily accepted.

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1.0 INTRODUCTION

The Town of Hanover (hereinafter referred to as Town) is seeking proposals from qualified professional firms (hereinafter referred to as Proponent) to complete the design, supply, and installation of a splash pad and all listed components as outlined herein.

2.0 BACKGROUND AND PROJECT DESCRIPTIONS

Since 2022, the Town has been exploring opportunities to establish a splash pad in the community. It has been determined that the splash pad will be constructed at Hanover Park located at 780- 7th Ave. Hanover Park is identified in the Parks, Recreation and Culture Master Plan as the future site for the development of a Centre of Excellence (COE) Park. The COE shall be a multi-year project and include multiple phases of development, construction and completion. The splash pad and supporting amenities shall be completed during the first phase of development. The future COE phases may include green space enhancement, skateboard park replacement and revitalized picnic pavilion. For reference, the completed Splash Pad and Centre of Excellence Feasibility Study is available on the Town website.

Hanover Park is a prominent and mature green space located at 780 7th Avenue. The park is adjacent to the Saugeen River and is visible from the road that is a well-travelled route for tourists heading to the Bruce Peninsula. The current park amenities include:

- Playground equipment;
- Picnic pavilion & washrooms (constructed approximately 1967);
- Canoe launch;
- Parking;
- Skateboard park;
- The Deck (third party operated youth centre);
- Camper's washroom and shower facility; and
- Hanover Commemorative Grove, Community Trails System and the Hanover dam are located across the road

While the site has many positive elements, there are challenges. It is located within Saugeen Valley Conservation Authority (SVCA) regulated area and is within the flood plain. The lower lying green space floods regularly in the spring and the playground equipment structures are often under water during the spring thaw. The proposed location of the splash pad is at a higher elevated area within the park but still falls within the flood plain area. Town staff have communicated with SVCA and Town staff will be responsible to secure the SVCA permit and pay permit costs prior to project commencement.

In December 2023 a geotechnical investigation was completed. Based on the soil and groundwater conditions encountered in the boreholes, the site is generally suitable for the construction of the proposed splash pad. This report can be referenced at Appendix A.

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4.0 SCOPE OF PROJECT:

This project will include site preparation for the construction of a new splash pad with concrete surface, shade structure and connecting pathways. The project also includes the rehabilitation of an existing block wall washroom into a universal accessible design.

The project is to be completed in a timely manner to ensure the project commences in a logical sequence to meet a project completion date of June 2025.

The following is a non-exhaustive list of the services the Town expects will be performed:

GENERAL REQUIREMENTS:

- 4.1 Drawings as supplied by the Town. Drawings can be referenced at Appendix B.
- 4.2 Provide construction schedule proposed including methods and sequence of work.
- 4.3 To obtain and mark all underground utilities locates and pay for associated costs prior to project commencement. The costs associated with obtaining these locates are the cost of the contractor.
- 4.4 Comply with all SVCA permit requirements. The Town will be responsible for securing the SVCA approval and pay the cost of SVCA permit fees.
- 4.5 The entire project must meet the current Ontarians with Disabilities Act, 2001 the Accessibilities for Ontarians with Disabilities Act, 2005, as well as, the CSA Guidelines for playgrounds. CAN/CSA Z614-14, and Electrical Safety Authority (ESA).
- 4.6 The rehabilitation of an overflow gravel parking lot in the southwest corner of the property as outlined in the construction drawings. A minimum of 150mm of Granular 'A' in accordance with OPSS 310 and 314 shall be placed, graded and compacted.
- 4.7 The removal of a set of existing steps and install a AODA compliant ramp complete with hand rail connecting the splash pad to the adjacent pavilion as outlined in the construction drawings.
- 4.8 Concrete sidewalk in accordance with OPSD310.010 and OPSS 351. All concrete shall be minimum 32 MPA.
- 4.9 All handrails to be in accordance with OPSD 980.101.
- 4.10 Supply and Install Maglin Bollard as shown on the construction drawings in accordance with manufacturer's recommendations.

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- 4.11 Coordinate the testing and inspection of the concrete and asphalt work by an authorized inspection and testing company.
- 4.12 Replace existing electrical panel with new panel in NEMA-4 enclosure. This shall include obtaining all approvals and permits from including but not limited to Westario Power and ESA.
- 4.13 Supply and install four (4) streetlights as shown on the construction drawings including the sizing, supply and installation of wiring from the new electrical panel to the lights. Lights shall have dusk to dawn photocells. Poles shall be NovaPole NP50C16AB-FLT-TEN-BA-WB including concrete base. Concrete Base to be provided with appropriate rebar in accordance with manufacture recommendations. Fixture to be Holophane Washington Postlite Enhanced LED (WSE) 100W 525mA Driver, 4000 Servies CCT, Autosensing Voltage (120-277V), Black, Asymmetric Type III Black Spike Finial.
- 4.14 Coordinate with utility companies regarding any utility relocations. Confirm with utility companies regarding any specific requirements of the Contractor or need for utility company personnel to be onsite during construction.
- 4.15 Ensure all Occupational Health and Safety Act requirements are policed, monitored and enforced during construction.
- 4.16 Excavate for, and connect 50mm diameter Municipex service to existing watermain. Contractor to co-ordinate with Town staff and complete work in accordance with Town standards. Supply and Install 50mm diameter Municipex service as shown on the construction plans.
- 4.17 Remove and dispose of existing asphalt, fine grade and repave with 50mm HL4 along south side of existing building.
- 4.18 Report to the Town on the construction progress and schedules. Plan and document regular site and project meetings with contractors and Town representatives. Contractor personnel will attend such meetings as are called to discuss their work and reports as it pertains to the project.
- 4.19 Obtain all project warranties, guarantees and bonds.
- 4.20 Follow-up no later than 4 weeks after opening date of splash pad to address with any deficiencies.
- 4.21 The contractor will be responsible for ensuring site security during construction. The site must be adequately posted, in accordance with OHSA and secured with modulock fencing to prevent public access. These security measures must be in place until the project is accepted by the municipality and are the cost of the contractor.

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SPLASH PAD REQUIREMENTS:

- 4.22 Design, supply and install of a flow through splash pad within a budget of \$200,000 including mechanical systems, electrical requirements, amenities (seating and shade structure), flood proofed control cabinet and programmable logic control systems. Contractors shall submit two (2) preferred designs. One (1) of the designs shall incorporate an “ocean adventure” pirate/ mermaid theme. Concrete costs are not included in this budget.
- 4.23 The splash pad should operate on a demand basis during the established operating times by means of an above grade tactile push button.
- 4.24 The controller shall be programmed with an automated sequencing of water features that is initiated by the activator. Each sequence shall include a minimum of 2 minutes of feature control and shall involve multiple water elements.
- 4.24.1 The controller shall be housed in a steel or aluminum, lockable, flood proof, box that is located as outlined in the construction drawings.
- 4.24.2 Remote access to the controller is optional, but not required.
- 4.25 The splash pad shall be sized to fit into the current configuration. Designed for a variety of ages, that includes zones with features for younger and older children
- 4.26 Provide an interesting variety of spray and water features while being conscious of available flow and water conservation.
- 4.27 Design includes brass nozzles, spray mist heads, spray caps, and winter caps that are fastened with the ability to be removed from the play features using tamper resistant tools specifically designed for use with the fixtures. The nozzles, spray heads, spray caps and winter caps are to be recessed into the spray amenity.
- 4.28 Design should include consideration to the shape, configuration, and layout in order to minimize water spray drift onto the adjacent areas or overspill onto the adjacent areas to minimize slippery or muddy areas.
- 4.29 Designed and constructed to provide future ability for interchangeable water features.
- 4.30 All pipes, valves and blowouts must be labelled.
- 4.31 All drainage outlets are to be fitted with anti-entrapment coverings or be anti-entrapment by design.
- 4.32 Supply and install back flow preventors on water supply lines.

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- 4.33 Splash pad drainage shall be a direct discharge into the natural environment and shall include supply and installation of a BioDyn LF-4600 Dechlorination unit. BioDyn LF-4600 to be installed with a concrete structure (OPSD 705.020) complete with two closed lids (OPSD 401.010) and installed on mounting bracket as recommended by the manufacturer.
- 4.33.1 The contractor should make every effort to make a vault as shallow as possible so components can be accessed without entering the vault, if possible. Feeder tubes to have removable extensions.
- 4.34 The primary requirement is for the concrete pad and apron to be constructed AODA compliant and composed of a suitable no-slip concrete surface.
****UPGRADE OPTION**** Include a separate line item to coloured concrete as an upgraded option.
- 4.35 Concrete pad and apron to be minimum 150mm (6”) thick reinforced with 6x6-6/6 WWF on support chairs. Perimeter of the concrete apron to be thickened to 400mm for a minimum of 400mm wide and tapered to 150mm slab thickness over 400mm. 4 – 15M rebar to be installed in thickened concrete edge. M10 ties at 600mm spacing to be provided. Concrete to be placed on minimum 200mm Granular ‘A’ compacted to 100% Standard Proctor Density.
- 4.36 Additional reinforcement to be provided at Timber Frame Pavilion Post locations in accordance with Manufacturer recommendations.
- 4.37 A separate removable water meter to be installed in a meter chamber as per the construction drawings. Meter will be provided by the Town to ensure compatibility with existing water billing and reading programs.
- 4.38 Supply and install a 5 foot high black chain link fence as outlined in the construction drawings.
- 4.39 Supply and install 16’ x 14’ Timber Frame Pavilion as supplied by Yardistry or approved equivalent as shown on the construction drawings. Structure to be installed in accordance with manufacturer’s recommendations. Structure to be permanently affixed to the concrete.
- 4.40 It is required that any incidental and minor items, specified or implied by the nature of this type of work be completed within the proponent’s scope of work.
- 4.41 The contractor is responsible for providing landscaping to finish the constructed splash pad. This may include but is not limited to plantings, sodding, hardscaping, topdressing, seeding etc. All site damage as a result of the splash pad construction should be repaired prior to the site handover.
- 4.42 Install Town supplied benches as shown on the Site Plan. Benches are to be secured to the concrete.

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- 4.43 An orientation session on the electrical, mechanical, control systems, and filtration system prior to opening will be provided to Town staff.
- 4.44 Include one closing procedure in September 2025 and opening procedure demonstration to Town staff at substantial completion.

WASHROOM REQUIREMENTS

General:

- 4.45 Drawings as supplied by the Town. Drawings can be referenced at Appendix C.
- 4.46 Contractor and trades to provide all shop drawings to the Town for approval:
- Plumbing Fixtures
 - Electrical lighting
 - Miscellaneous (such as, signage & washroom accessories) – include all washroom door signage
 - Doors and Hardware
- 4.47 Building permit application to be completed by the Town and paid for by the Town.
- 4.48 Remainder of the permits and fees to be supplied by Contractor.
- 4.49 Upon completion of project, complete "As-Built" drawings to be marked up by the Contractor and submitted to the Town. Outline where underground sewer is located & water piping.
- 4.51 Contractor to submit Notice of Project to Ministry of Labour.
- 4.52 Building construction to be completed in accordance with applicable guidelines and codes at time of project.
- 4.53 Contractor to provide temporary hydro, all security fencing and toilet to complete the work. The Town to pay for hydro charges incurred during construction from utility company.

Demolition:

- 4.54 Contractor to complete all demolition required to complete the proposed work.
- 4.55 Complete site inspection to ensure complete scope of work is reviewed.
- 4.56 Include all trucking and disposal fees.
- 4.57 Existing concrete floor to be cut and removed to allow new sanitary lines & removal /termination of obsolete sanitary & water.

Concrete Floors & Aprons:

- 4.58 All interior concrete to be a minimum of 25 MPa.
- 4.59 All exterior concrete to be a minimum of 32 MPa c/w 6% air.
- 4.60 Provide 6"x6" 6/6 wire mesh in all interior and exterior slabs/aprons/sidewalks.
- 4.61 Provide granular fill under floors as required.
- 4.62 Sidewalks along South & East part of this Contractor's scope of work
- 4.63 Contractor to review with Mechanical subtrade extent of slab removal required to complete sub-floor plumbing.

Exterior Walls:

- 4.64 Existing to remain
- 4.65 Alter one existing mandoor for universal washroom (38" width required).

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4.66 Cut in one new mandoor

Roof & Ceiling:

4.67 No proposed changes at this time.

Trims:

4.68 Fix / replace existing soffit / facia trims

Doors & Windows:

4.69 Exterior manddoors: 16 ga. insulated hollow metal, manufactured from Wipe Coat Galvanized Steel. Mandoor frames: 16 ga. hollow metal, manufactured from Wipe Coat Galvanized Steel.

4.71 Interior manddoors: 18 ga. uninsulated hollow metal, manufactured from Wipe Coat Galvanized Steel. Mandoor frames: 16 ga. hollow metal, manufactured from Wipe Coat Galvanized Steel.

4.72 All hardware to be Sargent Grade 1 or equal. All hardware to have satin chrome finish.

4.73 All privacy & lockets to be lever style.

4.74 Provide power operator controls on Universal washroom c/w electric strike.

4.75 Final keying schedule to be verified with The Town.

Finishes:

4.76 Finish paint throughout the interior.

4.77 Provide option price for epoxy flooring in washrooms.

4.78 Install all washroom accessories as shown on drawings.

Mechanical:

4.79 Provide complete specifications of work proposed with quotation.

4.80 All work to comply with current plumbing codes.

4.81 Include connection to sanitary and water.

4.82 Install floor drains in washrooms.

4.83 Provide and install all specified plumbing fixtures.

4.84 Install new sewer c/w all floor drain piping and fittings - arrange for required inspections prior to pouring of floor.

4.85 Terminate & removal all water & sanitary lines related to demolition. Ensure inspection of all terminations prior to covering.

4.86 Supply & install new water heater.

4.87 Provide (1) exhaust fan per washroom.

4.88 All plumbing to be installed to allow drainage of the system for winterizing.

Electrical:

4.89 Provide complete specifications of work proposed with quotation.

4.90 All electrical to be done in accordance with the latest CSA electrical codes and bulletins.

4.91 Electrical Contractor to provide permit and include all related costs.

4.92 Wire equipment as required in drawings and specifications. Check all equipment name plates to verify load and determine wiring gauges.

4.93 Electrician to complete site inspection to verify scope of work, including demolition

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- required.
- 4.94 Remove existing electrical lighting & provide new fixtures and related wiring surface mount in EMT conduit.
 - 4.95 Provide emergency lighting
 - 4.96 Provide wiring & controls for universal washroom.
 - 4.97 All lighting & exhaust fans to be on motion sensor.
 - 4.98 Provide (1) exhaust fan per washroom.
 - 4.99 Replace exterior lighting. Ensure exterior light fixture @ each exterior mandoor – dusk to dawn and timer.
 - 4.100 Provide (1) convenience receptacle in each washroom with switch in utility space to cut power to the receptacles when not in use.
 - 4.101 Upgrade existing electrical panel as required.

APPROVALS:

- 4.102 The Proponent shall within the bid price be responsible for all completion and forwarding of plans and specifications to obtain necessary approvals. Including but not limited to ESA, and TSSA permits.

5.0 PROJECT SCHEDULE:

The Town will conduct the RFP process according to the following dates. These dates may be subject to change:

The schedule is as follows:

RFP Issued	November 21, 2024
Optional Site Meeting	November 29, 2024 11 am (strongly encouraged)
Deadline for Questions	December 3, 2024
RFP Closing Deadline	December 9, 2024 1pm
Proponent Interviews	December 10, 2024 4pm (if applicable)
RFP Awarded	December 17, 2024

6.0 ENQUIRES:

All enquiries related to this RFP must be submitted to the Town no later than December 3, 2024. All questions shall be directed, in **writing only**, by email to:

Laura Christen
Director of Parks, Recreation & Culture
Town of Hanover
519.364.2310 x 2123
lchristen@hanover.ca

Information obtained from any other source is not official and should not be relied on. Answers to all submitted questions will be posted on the Town’s website. Proponents are responsible to refer to the website regularly.

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6.2 SUBMISSIONS

Sealed proposals clearly marked 'RFP 2024-05-PRC - DESIGN, SUPPLY AND INSTALLATION OF A SPLASH PAD, WASHROOM UPGRADES AND PARK ENHANCEMENTS' will be received until 1:00 pm local time on December 9 by:

Vicki McDonald
Clerk
341 10th Street
Hanover, ON N4N 1P5

All proposals received after the specified closing date and time will not be considered.

The proposal must include the following or the proposal will be rejected.

The requirements outlined in this section are to be answered in the order listed, and in a clear and concise manner.: Proposals are to be typed using a font size no smaller than 11-point (with the exception of footnotes and endnotes).

- a) Completed and signed SCHEDULE A – FORM OF PROPOSAL;
- b) Completed and signed SCHEDULE B – PRICING SUMMARY & SCHEDULE;
Proposals should clearly indicate the total Project duration in days on this page;
- c) Acknowledged Addendums. Please check the Town's website regularly for addendums to this RFP
- d) Bid Deposit: Each bid shall be accompanied by a certified cheque in the amount of Twenty Thousand (\$20,000.00) Dollars made payable to the Corporation of the Town of Hanover, as evidence of good faith that, if awarded the Contract, the Bidder will execute the Contract. A Bid Bond issued by a nationally recognized Bonding Company will be accepted in lieu of a certified cheque. The bid deposit of the two highest scoring bidders will be retained until after the execution of the Contract. All other bid deposits shall be returned within ten (10) business days of bid closing.

This bid deposit is provided as assurance that should the bid be accepted, a contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the Owner to the successful bidder. Therefore, bonds are required to be valid for sixty (60) days from date of the Tender opening.

The said bid deposit will be forfeited and surrendered to the Owner as liquidated damages sustained in case of failure to enter into a contract as described above, such amount being a fair and reasonable estimate of foreseeable losses.

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When copies of the executed Contract are returned and found acceptable to the Designated Official the bid of the successful bidder; the second highest scoring bidder shall be refunded immediately.

If a Bidder has been awarded and the successful bidder fails to sign the Contract or provide the Contract bonds, cash or other acceptable collateral and other required documents within the specified time, the Designated Official may grant additional time to fulfill the necessary requirements, if in the opinion of the Designated Official, the extension does not compromise the interest of the Town or the Designated Official may recommend one of the following:

- that the Bid shall be awarded to the next low bidder
- that the Bid shall be cancelled

In the event of a time extension and documents are not received prior to the deadline of that extension, the contract will be considered null and void and the Designated Official may proceed as noted above.

- e) Transmittal letter - company introduction and an indication of why your company is interested in the project, and your understanding of the scope of work.
- f) Project Team & Sub-contractors – identify project team and sub-contractors proposed and, their role in this assignment and brief description of experience.
- g) Relevant Experience | List of Projects - Proponents are required to provide a minimum of two (2) references from municipalities that the proponent has completed similar projects in the last three (3) years; Submissions must include the municipality's name, main contact name, phone number, email address, and site location, as well as a brief description of the works completed. The Town of Hanover reserves the right to contact any and all of these references and to use these references as part of the evaluation of the RFP submission
- h) Project Pricing | Cost for Services – detail cost breakdown by major deliverables including staff hourly rates, mileage or administration fees; if applicable the hourly rates for key personnel and support team members that shall be effective for the duration of the project shall be provided;
 - The RFP price shall include all disbursements necessary for the consultant to complete the project, including the following:
 - Two (2) copies of the Final Splash Pad Design for Town staff;
 - Two (2) hard copies of Redline As Constructed drawings and a digital copy of Splash Pad Layout;
 - Copies of drawings, and documentation for approvals, as required;
 - All final deliverables to be provided in a digital format in addition to above.

i) Service Level Agreement



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Service quality and timelines are important to the Town in the completion of the services to complete this project.

Responsiveness - All communications from the Town must be acknowledged by Contractor personnel within 1 business day of Contractor's receipt.

Timelines to be Consistently Met – All committed timelines must be consistently met. The Contractor must notify the Town as soon as it discovers it will not meet a committed timeline.

Quality of Work – All final deliverables should be free of typographical errors and arrived signed and on time to the Town's representative.

Should there be a repeated failure to meet the specified service levels, the Town will issue a formal warning notice to the Contractor describing the incidents giving rise to the warning notice. If the Contractor fails to rectify the poor service levels following receipt of the warning notice to the Town's satisfaction, the Town may exercise its rights of termination pursuant to the contract.

6.3 RIGHT TO ACCEPT OR REJECT PROPOSALS

The Town, at its sole discretion, reserves the right to accept or reject any or all proposals. The Town reserves the right to waive any irregularities in any proposal, and to request clarification and additional information on any proposal. The lowest or any proposal will not necessarily be accepted. The proposal shall not be construed as an agreement to purchase goods or services.

6.4 PURCHASING PROCEDURES FOR BIDDERS

Please refer to SCHEDULE C – PURCHASING PROCEDURES for Town of Hanover By-Law No. 2459 purchasing procedures.

6.5 AODA COMPLIANCE

Proponents shall ensure that its employees, agents, volunteers, or others engaged by the Proponent in the delivery of the services contemplated under this Project receive training in accordance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation made under the *Accessibility for Ontarians with Disabilities Act, 2005* (the "AODA")

6.6 ADDENDUM TO RFP DOCUMENT

Any revisions, deletions, substitutions and additions to the RFP material shall be prepared in writing. Consideration may be given to the extension of the closing date. An advertisement setting out the new closing date shall be inserted in the publications originally used to advertise the RFP. A copy of each addendum, including extension information, shall be included on the Town website. Proponents are to reference the Town website regularly. Acknowledgement of the addendum(s) must be included in the submitted proposal. A copy of each addendum shall also be stapled to each set of RFP

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documents not yet distributed. Proponents who have submitted proposals prior to the release of an addendum shall be given the opportunity to withdraw and resubmit their proposal.

When in the opinion of the Town it is advisable to cancel an RFP, an advertisement shall be inserted in the same publications originally used stating that the request for proposals has been cancelled, the reason for such cancellation, and whether or not the request for proposals will be reissued. Each proponent shall be mailed written notice of cancellation of the contract and all proposals received shall be returned unopened to the proponent

6.7 ADJUSTMENTS TO PROPOSAL

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

6.8 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Town is required by law to adhere to the requirements of the Freedom of Information and Protection Privacy Act, as amended. Any proponent who requires that the information in this proposal be kept confidential shall explicitly advise the Town of that fact by stamping or boldly marking the information as “CONFIDENTIAL”. Release of any information not marked as confidential will be compliance with the Town’s policies and procedures. Proposal results may be reported to Council and the reports are released for public information.

6.9 ERRORS AND OMISSIONS

It is understood and acknowledged that while this RFP includes specific requirements, a complete review is required. Minor items not herein specified but reasonably required shall be provided by the successful proponent if specified. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the service aforesaid.

6.10 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 Town’s knowledge however, accuracy is not guaranteed by the Town.

6.11 EXPENSE INCURRED

Submissions are made at the sole expense of the Proponent and the Town takes no responsibility for any expense incurred by a Proponent in preparing and submitting its proposal.

6.12 CONFLICT OF INTEREST

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

6.13 LEGAL PROCEEDINGS WITH THE TOWN

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

6.14 RIGHTS RESERVED

The following rights are reserved by the Town:

- This request does not commit the Town to award a contract for this RFP. The Town shall not be liable for any expense, loss or damage incurred or suffered by any Proponent as a result of a non-award of this proposal call;
- The Town reserves the right to ultimately select, in its own best judgement, and at its sole discretion the firm it deems best qualified to carry out this agreement. The Town's determination will be final and not open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice;
- The Town reserves the right to cancel, terminate or withdraw this proposal call at any time or to accept or reject all or any part of any proposal;
- The Town reserves the right to retain all proposals submitted and to employ any concepts contained in a proposal regardless of whether or not that proposal is selected;
- The proposal with the lowest or any proposal will not necessarily be accepted; and,
- The Town reserves the right to enter into further discussions in order to obtain information that will allow the Town to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.

7.0 EVALUATION AND SELECTION CRITERIA

7.1 Proposals will be assessed on the basis of information provided by the Proponent at the time of submission and if requested, subsequent interviews with the Proponent shall be considered. The Town, at its sole discretion, reserves the right to conduct an interview with Proponents. Should an interview be conducted, the Proponent will be provided with the interview expectations.

7.2 Proposals will be evaluated by Town staff and committee members.

7.4 It is the responsibility of Proponents to provide sufficient information in their proposal to demonstrate abilities. Proponents are advised that the organization and thoroughness of their response is critical to the evaluation process. All required information should be furnished and presented in an organized, comprehensive and easy to follow manner.

7.5 Proposals will be evaluated based on the following criteria. The project will be awarded to the Proponent who, in the sole judgment of the Town, provides the best overall value.

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-05-PRC –DESIGN, SUPPLY AND INSTALLATION OF A
SPLASH PAD, WASHROOM UPGRADES AND PARK ENHANCEMENTS**

Rated Criteria	Maximum Points (weight)
Company Background & Capacity	15
Design and Warranty	30
Construction Plan	25
Price and overall value	30
TOTAL	/100

1. COMPANY BACKGROUND AND CAPACITY	Maximum Points: 15
Requested Information:	
Proponents should provide the following information for evaluation:	
<ul style="list-style-type: none"> (a) A description of the Proponent’s firm, office locations, how many years the firm has been in business, number of employees and range of services currently offered. (b) A description of service departments and disciplines. (c) Provide, with supporting information and project dates, the total aggregate number of years the Proponent has been providing similar services. (d) Describe features of the firm, its operating model, design feature, philosophy and other measures available to distinguish the firm from others operating in the same industry. (e) Ability to provide/supply parts and maintenance for the splash pad after construction. 	
Criteria to be Evaluated (weighted equally):	
The Proponent’s response will be assessed based on the following sub-criteria:	
<ul style="list-style-type: none"> • The suitability of the breadth and scope of the services generally available from the firm. • The number of years and amount of experience of the firm providing services of a similar size and scope. • Ability to provide maintenance services and supply replacement parts. 	

2. DESIGN & WARRANTY	Maximum Points: 30
Requested Information:	

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For the area(s) of specialty listed in the Scope of Work:

- (a) Provide 2 differing splash pad concept designs
- (b) Detail splashpad surfacing, landscaping
- (c) Design & Layout; Maximize the available space.
- (d) Play value; Variety & maximize the number of spray features.
- (e) Provide details on the filtration system, water and electrical servicing components and controller customization, as well as, controller system settings.
- (f) Provide details on how the proposed designs meet all current applicable regulatory, legislative, and safety standards, as well as, industry best practices.
- (g) Accessibility | Demonstrate how the Splash Pad provide a variety of inclusive play experiences and meet AODA requirements.
- (h) Provide warranty details

Criteria to be Evaluated

The Proponent’s response will be assess based on the following sub-criteria:

- 2 complete splash pad designs are submitted that meet the criterion above and ability to incorporate the request for one design to feature an “ocean adventure” pirate/ mermaid theme.
- Submitted designs maximize play value for splash pad users.
- The design meets all applicable standards.
- The warranty is at least 2 years and provides coverages that meet or exceed the requirements.

3. CONSTRUCTION PLAN	Maximum Points: 25
<p>Requested Information:</p> <p>For the area(s) of specialty listed in the Scope of Work:</p> <ul style="list-style-type: none"> (a) Provide a detailed, phased plan for construction. (b) Provide a provisional schedule for component installation. (c) Provide details for the construction contact person or site supervisor. (d) Provide material supply timelines – note if delays in supply are expected. 	

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Criteria to be Evaluated

The Proponent's response will be assess based on the following sub-criteria:

- Construction plan is detailed, complete and provides a realistic project timeline and within project completion date.

4. PRICE/ OVERALL VALUE	Maximum Points: 30
<p>Requested Information:</p> <p>(a) The RFP Bid will be assessed based on competitiveness (b) Describe any added value that is included in the fees, and not charged as additional goods or services.</p> <p>Criteria to be Evaluated</p> <p>The Proponent's response will be assessed based on the following sub-criteria:</p> <ul style="list-style-type: none">• Provides a detailed price breakdown• The goods and services included in Bidder's bid clearly offer a value add for the Municipality.	

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-05-PRC –DESIGN, SUPPLY AND INSTALLATION OF A
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SCHEDULE A – FORM OF PROPOSAL

1.	Name of the Proponent	
2.	Address	
3.	Contact Individual, Position	
4.	Office Phone #	
5.	Mobile #	
6.	Email Address	
7.	WSIB Account #	
8.	HST Account #	

STATEMENT BY PROPONENT

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 20 _____

Witness

Signature of Authorized Person

Position



**CORPORATION OF THE TOWN OF HANOVER
 REQUEST FOR PROPOSAL 2024-05-PRC –DESIGN, SUPPLY AND INSTALLATION OF A
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SCHEDULE B – PRICING SUMMARY & SCHEDULE

PROJECT PHASE	MAXIMUM PRICE (CAD)
Mobilization, Decommissioning and Site Preparation, Site Servicing	\$
Connection to utilities and drainage	\$
Supply and install of Splashpad Components, materials, shade structure and furnishings	\$ 200,000 (*upset limit)
Supply and Install Concrete pad	\$
Optional Item: Coloured concrete	\$
Other Related Amenities Work: concrete sidewalks, beveledere,	\$
Overflow Parking Lot	\$
Washroom Renovation	\$
Landscaping & Fencing	\$
Electrical and Lighting	\$
Contingency	\$ 50,000.00
TOTAL ALL-INCLUSIVE BID PRICE <i>Prices are exclusive of HST, but inclusive of all disbursements.</i>	\$

*Upset Limit - The Total fee will be considered the Upset Limit for the work. Upset Limit means the maximum amount that will be paid by the Town to the proponent to complete the project work irrespective of the time required to complete the assignment.

The proposal submission is to remain firm for acceptance for a period of thirty (30 days from date of closing).

Projected Start Date: _____

Projected Completion Date: _____



SCHEDULE C - Purchasing Procedures for Bidders Submitting Tenders

Schedule 'C' to By-law 2459-04

The following are the general purchasing procedures for The Town of Hanover that are to be included as an attachment to all bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Head/designate responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope and submitted to the Department Head/designate to the location detailed in the bid document, before 2:00 p.m. local time on the specified date as stated in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the office where bid was received.
5. All bids shall be submitted in one envelope and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Department Head responsible/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the Department Head/designate responsible and the Treasurer/designate shall attend at such opening.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Department Head/designate and the Treasurer/designate will review the bids immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Department Head.
8. When the Department Head /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the Department Head.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Department Head or Consultant as the case may be, to be submitted to Committee and/or Council for a decision.

10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Town of Hanover reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Department Head, provided such request for withdrawal is received in writing prior to the time appointed by the Department Head for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Head or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Town and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture, they shall comply individually with this direction.
19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the Town.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.

21. Any contingency allowance to be included shall be stated by the Town and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The appropriate Department Head will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
 - 26.1 It is noted that the bid deposit cheque, money order or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Town for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Town when requested to do so, the bidder shall be deemed to be in default and the Town will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Town has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Town for such action taken by the Town.
 - 26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Town of Hanover. The Town of Hanover, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Town shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Town in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
 - 26.3 Bidders shall note that no interest will be paid on any bid deposit.

- 26.4 Agreement to Bond shall be in a form established by The Town of Hanover if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements:
- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve-month maintenance guarantee.

The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Town.

- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:
- \$2 million – general liability and automobile liability policies;
 - \$2 million – homeowners (e.g. for rental of facilities);
 - \$5 million – general liability and automobile liability policies – for contract work done for The Corporation;
 - \$2 million – professional errors and omissions liability;
 - Builder's Risk – the amount of the project cost.

Such policy shall contain:

- 27.5.1 a "Cross Liability" clause or endorsement;
- 27.5.2 an endorsement certifying that The Town of Hanover and (insert bidder) is included as an additional named insured;
- 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

- 27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:
- 27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
 - 27.6.2 the use of explosives for blasting;
 - 27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00
- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.
- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Department Head or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Head of the Town.
- 27.9 The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Town.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from subtrades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Head, a copy of the claimant's release.
- 27.12 Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial

performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.

27.15 Successful bidders shall be responsible for all permits.

27.16 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.