

**CORPORATION OF THE TOWN OF HANOVER
REQUEST FOR PROPOSAL 2024-01-PRC – HANOVER SPLASH PAD LANDSCAPE
DESIGN AND CONSTRUCTION PROJECT MANAGEMENT**

The Town of Hanover invites proposals from qualified professional firms to provide landscape design services and project management for the construction of a splash pad facility within the Town of Hanover. Sealed proposals, clearly marked **RFP 2024-01-PRC – HANOVER SPLASH PAD LANDSCAPE DESIGN AND CONSTRUCTION PROJECT MANAGEMENT** will be received by Tanya Patterson, Deputy Clerk, Corporation of the Town of Hanover, 341 10th Street, Hanover, ON N4N 1P5 until **2:00 pm local time, on March 25 2024.**

The proposals will be opened publicly at that time.

Request for Proposal 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/council-government/finance/tenders-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 detailed design, construction drawings, tender documents and project management for the construction of a new splash pad facility and supporting amenities within an established green space.

2.0 BACKGROUND AND PROJECT DESCRIPTIONS

Since 2019, the Town has been exploring opportunities to establish a splash pad in the community. It has been determined that the splash pad will be developed at Hanover Park located at 780- 7th Ave. Hanover Park is identified in the Parks, Recreation and Culture Master Plan as a 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 & completion. The splash pad and supporting amenities shall be completed during the first phase of development.

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);
- Group camping;
- 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.

A feasibility study and pre-design planning for the development of a splash pad and COE Park was completed in 2023. The objective of the study was to complete a feasibility analysis for a splash pad facility development, assessing potential locations, providing a pre-design concept and detailing estimated development and operating costs.

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In June 2023 an engineering firm was retained to complete a site servicing feasibility review. The results outline the existing services and options for servicing the proposed splash pad.

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.

- 4.0 SCOPE OF PROJECT** This project will include the detailed design, preparation of tender and construction documents and construction project management for the site preparation for the construction of a new splash pad.

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 Perform general project management and all necessary design and engineering services to meet the splash pad / parks criteria.
- 4.2 Develop a detailed project work plan, construction drawing set, demolition/ decommissioning plan, grading and utilities plan, layout plan, electrical / lighting plan, hardscaping and planting plan.
- 4.3 To attend meetings with Staff, the project steering committee and / or Town council for input relating to the project, and to gather preferences relating to the splash pad design. Specify the number of meetings required for the project and any additional costs for extra meetings as deemed necessary. Virtual meetings can be arranged.
- 4.4 Provide all electrical requirements for all splash pad amenities including a lighting plan identifying: placement, type and specifications of the recommended lighting fixtures.
- 4.5 Provide updated project capital budget projections.
- 4.6 Provide an illustrative Landscape Plan. Must include a minimum of two perspective images in colour.
- 4.7 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, Electrical Safety Authority (ESA).

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PROJECT PLAN REQUIREMENTS

- 4.8 The rehabilitation of an overflow gravel parking lot in the southwest corner of the property. This parking lot shall include a pathway to be connected to the splash pad.
- 4.9 Creating a retaining wall/buffer treatment and fencing to define the splash pad area from existing and future park amenities.
- 4.10 The removal of a set of existing steps and provide design for installation of AODA compliant ramp with hand rail, as well as design to construct walking paths connecting parking, washrooms and existing pavilion to the splash pad.

SPLASH PAD REQUIREMENTS

- 4.11 Splash pad to be an approximate size of 275 square meters and within a budget of \$200,000 (+ hst).
- 4.12 Pad to be concrete surface and should be AODA complaint and composed of a suitable no-slip concrete surface.
- 4.13 The splash pad flow through system design is preferred and must contain a holding tank(s) to repurpose used water for irrigation. This tank should have a spill-over drain to the municipal wastewater system. This tank should also be fixed with a pump capable of pumping from the holding tank.
- 4.14 Incorporate site furnishings and shade options located within the surrounding area.
- 4.15 A separate removable water meter to be installed. The meter will be provided by the Town to ensure compatibility with existing water billing and reading programs.
- 4.16 All drainage and sanitary lines to be connected to Town services.

PREPARATION OF TENDER DOCUMENTS

- 4.17 The Consultant shall, within the tendered price, be responsible for the preparation and distribution of tender documents including all required construction plans. Two separate contracts are anticipated. 1) Landscape Amenities 2) Splash Pad Construction

TENDERING

- 4.18 During the tendering period, answer inquiries, issue addenda, if required. Analyse tenders received with regard to completeness, prices, schedule and other requirements of the tender documents.

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- 4.19 Prepare and submit recommendations to the Town for award of contracts including suitability of the Contractor to carry out the work.
- 4.20 Attend meeting(s) to review plans and construction schedule, as required. Provide the Town of Hanover with one (1) set of construction drawings and tender documents.

CONTRACT ADMINISTRATION

- 4.21 The Consultant shall, within the proposed price, provide required supervision during construction to ensure all work is being completed as per contract specifications. The tendered price shall include all staff requirements including contract administrator layout, processing payment certificates, and obtaining and preparing 'as constructed' drawings. Any additional follow-up to ensure completion of the works shall be included in the proposed price.

GENERAL ADMINISTRATION

- 4.22 Advise the construction Contractor on Consultant's interpretation of drawings and specifications and issue supplementary details and instructions during the construction period as required.
- 4.23 Review for the Town's approval, the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
- 4.24 Advise on the validity of charges for additions or deletions and advise on the issue of change orders when requested including the preparation of change orders. Provide monthly and final payment certificates for payment by the Town based upon work completed.
- 4.25 Maintain adequate records related to the construction contracts
- 4.26 Modify contract drawings to show the 'As Constructed' work.
- 4.27 Coordinate with Contractor the testing and inspection of materials and work by an authorized inspection and testing company, where the construction contract calls for testing.
- 4.28 Coordinate and document construction meetings with Contractor and the Town.
- 4.29 Report to the Town on the construction progress, cost and schedules.
- 4.30 Obtain warranties and guarantees and bonds.

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- 4.31 Provide a certificate of substantial performance and final completion.
- 4.32 Provide final cost sharing schedule.
- 4.33 Provide office administration and field supervision staff sufficient to control, project and ensure construction is compliant with the approved plans and specifications.
- 4.34 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.
- 4.35 Ensure all Occupational Health and Safety requirements are policed, monitored and enforced during construction.
- 4.36 Report to the Town and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specification.
- 4.37 Ensure that all necessary field testing and inspection of materials including installation is completed to ensure contract compliance.
- 4.38 Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
- 4.39 Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period.
- 4.40 Maintain sufficient data to determine periodic progress of work.
- 4.41 Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site.
- 4.42 Prepare payment certificates, to be submitted to the Town of Hanover.
- 4.43 Provide 'As Constructed' drawings upon completion of the project.

APPROVALS

- 4.44 The Consultant shall within the tendered price be responsible for all completion and forwarding of plans and specifications to obtain necessary approvals. Including but not limited to Town building permits, ESA, and TSSA permits. The Town will pay the cost of any associated permit fees.
- 4.45 The Consultant shall within the tendered price be responsible for all completion and forwarding of plans and specifications to obtain required Saugeen Valley

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Conservation Authority (SVCA) permit. Pre-consultation has identified a splash pad may be permitted at this site if control of flooding, erosion, pollution and the conservation of land can be demonstrated to the satisfaction of the SVCA. The Town will pay the cost of SVCA permit fees.

5.0 PROJECT SCHEDULE

Proposals should clearly indicate the total Project duration in days; see SCHEDULE B – PRICING SUMMARY).

The schedule is as follows:

RFP Issued	March 6, 2024
Optional Site Meeting	March 12, 2024 1pm (strongly encouraged)
Deadline for Questions	March 18, 2024
RFP Closing Deadline	March 25 2024 2pm
Proponent Interviews	March 27 6pm (if applicable)
RFP Awarded	April 3, 2024

6.0 ENQUIRES

All enquiries related to this proposal are to be directed to the following person. Information obtained from any other source is not official and should not be relied on.

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

6.2 SUBMISSIONS

Sealed proposals clearly marked 'RFP 2024-01-PRC Hanover Splash Pad Landscape Design and Construction Project Management will be received by:

Tanya Patterson
Deputy Clerk
341 10th Street
Hanover, ON N4N 1P5

Until 2:00pm local time on March 25, 2024

The proposal must include or the proposal will be rejected:

- a) Completed and signed SCHEDULE A – FORM OF PROPOSAL;
- b) Fee Proposal
 - o Completed and signed SCHEDULE B – PRICING SUMMARY & SCHEDULE outlining the upset fee for each component of the project.

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- The Total fee will be considered the Upset Limit for the assignment. Upset Limit means the maximum amount that will be paid by the Town to the proponent to complete the assignment irrespective of the time required to complete the assignment.;
 - Detail professional fees including additional staff hourly rates, mileage or admin fees
 - The Fee Proposal shall include all disbursements necessary for the consultant to complete the project, including the following:
 - Two (2) copies of the Final Design Reports for Town staff;
 - Two (2) copies of As Constructed drawings and two (2) digital copies;
 - Copies of drawings, and documentation for approvals, as required;
 - Copies of documents and drawings for tendering and construction, as required; and
 - All final deliverables to be provided in a digital format in addition to above.
 - Disbursements, such as but not limited to telephone, facsimile, printing, courier, travel, meals are to be included in the upset limits.
 - Proponents shall clearly identify and include any costs believed not be covered in this RFP, but considered necessary for completion of the assignment, and shall specifically identify them in the proposal.
- c) Technical Proposal
- An indication of why you are interested in the project and the Proponent's understanding of the nature of the Project, as well as a description of experience in projects of this nature;
 - Identification of the principal staff and any other support staff or sub-consultants that will be involved along with a description of roles and responsibilities, qualifications, and relevant experience. Curriculum vitae should be attached.
 - An outline of the Proponent's approach and strategies detailing how the objectives will be completed;
 - Proposed project schedule identifying key milestone objectives including time and task breakdown with estimated person hours for members of the project team to complete the various components;
 - A minimum of 2 references for communities that the proponent has completed similar projects in the last 2 years; Submissions must include the company or individual's name, main contact name, phone number, email address, and service location, as well as a brief description of the works completed. The

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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 Bid submission.

- A hard copy and a digital copy of your entire proposal package on a flash drive.

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”)

7.0 EVALUATION & 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.
- 7.3** Proponents are required to provide at least 2 references for communities that your company has completed similar projects for in the least 3 years.
- 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.

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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 Corporation, provides the best overall value.

Rated Criteria	Maximum Points (weight)
Specific experience with similar projects & municipal parks planning	30
Proposed execution of work plan and timelines	25
Experience and knowledge of team	20
Clarity and completeness of proposal	5
Overall value	20
TOTAL	/100

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SCHEDULE A – FORM OF PROPOSAL

Business / Supplier Name _____
Staff Name _____
Address _____
Phone / Cell _____ Fax _____
Email _____

STATEMENT BY BIDDER

RFP DOCUMENT NAME _____

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

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SCHEDULE B – PRICING SUMMARY & SCHEDULE

PROJECT PHASE	MAXIMUM PRICE (CAD) UPSET LIMIT
Site Plan Development and inclusive Landscape Plan	\$
Splash Pad and supporting Amenities Construction Drawings	\$
Tender Document Preparation, Review of Submissions & Recommendation	\$
Construction Contract Administration as per Tender Document	\$
<p style="text-align: center;">TOTAL ALL-INCLUSIVE BID PRICE <i>Prices are exclusive of HST, but <u>inclusive</u> of all disbursements.</i></p>	\$

Projected Start 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.