



Town of  
**SOUTH BRUCE  
PENINSULA**

**REQUEST FOR PROPOSAL**

**ED02-11**

**WIARTON GATEWAY SIGN FABRICATION AND INSTALLATION**

**Closing Date: 2:15 P.M, June 17, 2011**

**TOWN OF SOUTH BRUCE PENINSULA**

**REQUEST FOR PROPOSAL**

**ED02-11**

**WIARTON GATEWAY SIGN FABRICATION AND INSTALLATION**

The Town is requesting bids from qualified professional Contractors to remove the existing Wiarton gateway sign and to fabricate, deliver and install a new gateway sign based on the concept outlined in this Request for Proposal (RFP). That proposal shall include installation of proposed landscaping.

**Reference contract ED02-11** for the fabrication and installation of a gateway sign in Wiarton within the Town of South Bruce Peninsula. **SEALED Proposals** will be received for the above work, at the Town of South Bruce Peninsula Municipal Office until **2:15PM** local time on **June 17, 2011**

Bid Packages and details may be obtained, quoting reference number above, from the Town of South Bruce Peninsula Municipal Office.

Following receipt of proposals, the Town may, at its option, elect to award the project services, in whole or in part, as outlined within the Scope of Work, to the successful bidder.

It shall be understood and acknowledged that while this RFP includes specific requirements and specifications, minor items or details not herein specified, but obviously required for the Project shall be provided as if specified in conformance with modern practices. Any omission or errors or misinterpretation of these requirements and specifications within the Bid Proposal shall not relieve the contractor of the responsibility of providing the goods or services as aforesaid.

Proposals are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any bid will not necessarily be accepted.

**Anticipated Schedule:**

|   |                        |
|---|------------------------|
| RFP issued                                | June 2, 2011           |
| Deadline for questions                    | June 15, 2011          |
| Closing Date                              | June 17, 2011          |
| Council Meeting – Recommendation of Award | July 12, 2011          |
| Project Completion                        | August/September, 2011 |

**Danielle Mulasmajic**  
Economic Development Officer  
Town of South Bruce Peninsula  
Box 310, 315 George St., PO Box 310  
Warton ON N0H 2T0  
(519) 534-1400 ext. 123

# INFORMATION TO BIDDERS

## 1 GENERAL

Sealed proposals will be received until **June 17, 2010 at 2:15PM** in a sealed envelope clearly marked with the following:

**Warton Gateway Sign - Confidential**  
Request for Proposal ED02-11  
June 17, 2011

**Town of South Bruce Peninsula**  
**Attention: Danielle Mulasmajic**  
**Economic Development Officer**  
PO Box 310, 315 George St.,  
Warton ON, N0H 2T0

The envelope is to include the Respondents company name and return mailing address.

The bid must be submitted on the bid forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) bid form is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt.

Electronically transmitted proposals (ie. fax or email) will not be considered.

## 2 FORM OF QUOTATION REQUIREMENT

The following **must** be completed and submitted with your bid.

Acknowledgement  
Bid Form Q-1 and References  
Examples of previous work  
Addendums

Bidders are required to prepare their proposals in accordance with the Town of South Bruce Peninsula's Purchasing Procedures as attached in **Exhibit A**. The successful bidder will be required to enter into a contract with the Terms and Conditions as set out herein.

Bid proposals that do not comply strictly with our terms and conditions or bids which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any bid. Bids must be legible and completed in ink or typewritten with all blanks filled in.

### **3 EVALUATION CRITERIA**

The company shall have the demonstrated ability and experience fabricating and installing gateway signs and shall be qualified to do work within the Town of South Bruce Peninsula.

Proposals will be evaluated and a contractor will be selected based on the following criteria:

1. The qualifications and experience of the company with installing and fabricating gateway signs.  
*Examples of previous completed projects must be provided.*
2. The proposed cost to provide the services requested herein.
3. The ability of the contractor to meet the expected project completion schedule.
4. References

### **4 TERMS AND CONDITIONS**

1. The Town reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The Town reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The Town reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The Town reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The Town may terminate this Agreement at any point in the process upon notice to the Contractor sufficient to indicate the Town's desire to do so.
4. Any proposal may be withdrawn up until the date and set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in accordance with the specifications outlined in this RFP.
5. The cost of preparing and submitting a proposal is the responsibility of the Bidder and shall not be chargeable in any manner to the Town.
6. Full responsibility shall be assumed by the Contractor for the protection of all structures, public and private, including pavement, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The Contractor will procure all permits and licenses from agencies as may be required and pay all charges and fees necessary for the work.
9. The Contractor will subcontract as required in order to complete all aspects of this project. The Town will enter into an agreement with one Contractor to complete all tasks under this scope. Subcontractors are subject to all applicable provisions of this RFP.
10. The Town will provide a designated representative to work with the Contractor to coordinate both the Town's and Contractor's efforts and to inspect and verify any work performed by the Contractor. The

Contractor will work closely with Town representative to verify and adapt to any differences between the specifications and the actual site conditions and change orders will be issued if necessary.

11. The Town will provide access to the required areas during regular business hours.

## **5 LAWS AND REGULATIONS**

The contractor shall comply with all Federal, Provincial and Town laws, statutes, regulations and by-laws. The Contractor shall abide by all acts, by-laws and regulations relative to the performance of the work.

## **6 LIENS**

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, fully indemnify the Town of South Bruce Peninsula and all its officers, servants, and employees for any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanics' Lien Act* or to any attachment or debt, garnishee process or otherwise. The Town of South Bruce Peninsula shall not in any case be liable to any greater extent than the amount owing by it to the contractor, his/her executors, administrators, successors, and assigns

## **7 FORFEITURE OF CONTRACT**

If the contractor neglects or compounds with his creditors to commit any act of insolvency or shall transfer, assign or sublet or attempt to transfer, assign or sublet this contract or any part thereof without the consent of the Town of South Bruce Peninsula, or if, at any time, the work or any part thereof is, in the judgement of the Town, not executed or not being executed in a sound or workmanlike manner to his satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously and in such manner as to ensure entire satisfaction, in the judgement of the Town or to comply with any reasonable order he/she may receive from the Town, or if the contractor shall persist in any course in violation of any of the provisions of the contract then in each and every such case, after twenty-four (24) hours written notice from the Town to the contractor, the Town shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice and out of the hands of the contractor and the contractor upon receiving notice to that effect shall vacate possession and give up said operations or the part or parts thereof specified in the said notice peaceably to the Town, who may either relet the same to any other person or persons with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the contractor, or may take such other steps the Town may consider necessary or advisable on order to secure the completion of the said contract to its satisfaction; and the contractor and his/her surety in every case shall be liable for all damages, expenditures and extra expenditure and for all additional cost of the work which may be incurred by reason thereof. All of the powers of the Town with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contract and otherwise in respect of the contract shall nevertheless continue in force.

## **8 OTHER RIGHTS**

No bid, proposal, or quotation will be accepted from any person or company which has a claim or 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 without prior approval of council.

## **9 BRIBERY OR CORRUPT PRACTICE**

Should the contractor or any of his/her agents give, or offer any gratuity to, or attempt to bribe any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to take the whole or any part of the works out of the hands of the contractor under the same provisions as those specified.

## **10 CANCELLATION**

Violation of any of the terms of this agreement shall render the contract null and void. The contract shall remain in effect for the period stated unless declared null and void. No notice of termination shall be accepted by either party unless served one party to the other in written or typed form.

## **11 PAYMENTS**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made upon completion of the work. Payment by the Town of South Bruce Peninsula to the contractor will be made within forty five (45) days of the date of the delivery of the invoice.

## **12 SALES TAX**

### **Harmonized Sales Tax**

The bidder unit prices are to exclude HST.

# SCOPE AND SPECIFICATIONS

## 1 SCOPE OF WORK

This Request for Proposal is for all equipment and materials and performing all work necessary for the construction of a gateway sign located at the corner of Hwy 6 and Grey Road 17 at the entrance to Warton (existing gateway sign location). The work shall include the removal of existing gateway sign, fabrication, delivery and installation of a new gateway sign and appropriate landscaping. The project is to be completed **within 10 weeks** of the contract award.

## 2 SPECIFICATIONS

Contractors shall remove the existing gateway sign and fabricate and install a new gateway sign in conformance with the following specifications.

### 2.1 Removal

- Existing Warton gateway sign and landscaping shall be completely removed with the exception of the existing armour stone which is to be integrated into the new landscaping.
- Original 'gateway posts' to be preserved and delivered to the Town.
- All related debris shall be removed from the site and disposed of.

### 2.2 Fabrication

- The new Warton gateway sign is to be constructed as per provided Concept (**Exhibit B**).
- A complete description and specification of the sign, including structural support will be prepared by the selected bidder and provided within the shop drawings.
- It will be the responsibility of the selected fabricator to provide support posts, base, or cabinet of sufficient structural strength, anchored to the sign and into the ground at a depth and/or in a manner that will meet all standards and regulations to public health, safety and welfare.
- The sign should be constructed not less than 25 feet wide and not less than 18 feet high (25'w x 18'h) and must fit within the existing armour stone boundary.
- The tree shown in the concept is intended to be a live tree of appropriate size, dimension to the sign, and of natural habitat.
- Locally sourced materials and supplies are preferred.

### 2.3 Installation

- Contractor is responsible for preparing the site for installation of the new sign.
- Contractor is required to include proposed landscaping and costs in **Bid Form Q-1**.

## 3 WARRANTY

All products must carry a 5-year warranty, for replacement due to defects in manufacture, installation, or failure as a result of normal use.

# AGREEMENT

## 1. ACKNOWLEDGEMENT

The Bidder has carefully examined the provisions and conditions attached to this RFP, and has examined and is satisfied with the understanding of the general area of the Town of South Bruce Peninsula and the conditions that may be encountered during the performance of the work.

Each bidder is required, before submitting their bid, to examine and satisfy themselves as to the general area of the Town of South Bruce Peninsula where the work is to be performed and satisfy themselves as to all conditions that may be encountered during the performance of the work.

No claims will be allowed after the submission of a bid or award of a contract on the basis that there was misunderstanding of the terms and conditions or specifications or for any other reason.

I/We, having carefully read and considered the Information for Bidders, Specifications, Terms and Conditions, and Exhibits attached hereto, and do hereby offer to perform such services for the Town of South Bruce Peninsula of the type and quality and in the manner described, subject to and in accordance with the terms and conditions as herein provided; the undersigned will provide at my/our expense all the means necessary for the performance of such services.

We acknowledge receipt of addendum no. \_\_\_\_\_ to \_\_\_\_\_ (if applicable).

\_\_\_\_\_  
Name of Firm or Individual \_\_\_\_\_  
(hereinafter referred to as the "Bidder" or the "Contractor", as the case may be)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Name of Person Signing for Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office of Person Signing for Firm

\_\_\_\_\_  
Date

**BID FORM Q-1**

**Part A – Gateway Sign, Wiarton**

| <b>Item (Name)</b>           | <b>Description</b>  | <b>Total Price (Excl HST)</b> |
|------------------------------|---|-------------------------------|
| Sign Removal & Site Clean-up | Removal of existing gateway sign, landscaping and related debris.<br>– Existing amour stone to remain and be integrated into new landscaping<br>– 'Gateway posts' to be preserved and delivered to the Town | \$                            |
| <b>Subtotal (Excl HST)</b>   |   | <b>\$</b>                     |

**Part B – Gateway Sign, Wiarton**

| <b>Item (Name)</b>         | <b>Description</b>  | <b>Total Price (Excl HST)</b> |
|----------------------------|---|-------------------------------|
| Fabrication                | Fabrication of gateway sign as per attached concept<br>– Contractor is required to prepare proper shop drawings | \$                            |
| Delivery & Installation    | Delivery & installation of gateway sign, including base   | \$                            |
| Landscaping                | Landscaping proposed by bidder  | \$                            |
| <b>Subtotal (Excl HST)</b> |   | <b>\$</b>                     |

**REFERENCES**

List below three references of similar contracts and include pictures.

| <b>COMPANY NAME/ CONTACT</b> | <b>CONTRACT</b> | <b>TELEPHONE #</b> |
|------------------------------|-----------------|--------------------|
| 1.                           |                 |                    |
| 2.                           |                 |                    |
| 3.                           |                 |                    |



**PURCHASING PROCEDURES FOR BIDDERS**

The following are the **general** purchasing procedures for The Town of South Bruce Peninsula that are to be included as an attachment to all formal 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 Manager 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 with the Submission Label affixed in the top left corner and submitted to the Manager responsible/designate to the location detailed in the bid document, before 2:00:00 p.m. local time on the Friday as specified 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 Manager of Financial Services/designate.
5. All bids shall be submitted in one envelope, with the Submission Label attached in the top left corner 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 Manager responsible/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the Manager responsible and designate and the Manager of Financial Services/designate shall attend at such opening. The names of those in attendance shall be recorded.
7. ***If required***, the bid will be declared as informal. The Manager of the appropriate division and designate and the Manager of Financial Services/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 Manager responsible.

## Exhibit A

8. When the Manager /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 using department.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Manager 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 South Bruce Peninsula 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 Manager, provided such request for withdrawal is received in writing prior to the time appointed by the Manager 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 Manager or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.

## Exhibit A

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 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 Manager 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 Manager 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:

## Exhibit A

- 26.1 It is noted that the bid deposit cheque, money order or bid bond is 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 South Bruce Peninsula. The Town of South Bruce Peninsula, 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 South Bruce Peninsula 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.

Exhibit A

- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond (if Applicable) 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 Manager 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 most Public Works and  
Environmental Services Department projects  
\$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 South Bruce Peninsula 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;

**Exhibit A**

- 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 Manager 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 Manager of the Town.
- 27.9 The appropriate Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid. 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 sub-trades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Manager, a copy of the claimant's release.
- 27.12 The Contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the 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.

**Exhibit A**

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.

**STATEMENT BY BIDDER**

BID DOCUMENT NAME: \_\_\_\_\_

BID DOCUMENT NUMBER (IF APPLICABLE): \_\_\_\_\_

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

**Exhibit B**

**Gateway Sign Concept**

