

Town of Shelburne

Fiddle Park

Request for Proposal, RFP 03-2025
105 2nd Line, Shelburne, ON

Prepared for:

Town of Shelburne
203 Main Street East
Shelburne, ON, L9V 3K7

Prepared by:



GSP Group Inc.
72-201 Victoria Street South
Kitchener, ON, N2G 4Y9

April 2025

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INTRODUCTORY INFORMATION, BIDDING AND CONTRACTING REQUIREMENTS

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DRAWING LIST

L1.2 Landscape Plan – Play Structure Area

CAD

Ip15017.222.FiddlePark – Playground RFP

1 General

1.1 Project Overview

- .1 The project shall be designated for official record purposes as:

Fiddle Park Playground

- .2 The owner shall be interchangeably referred to as:

Town of Shelburne

- .3 RFP Submission Timeline:

Emails must be sent no later than 3:00 p.m. (15:00 hours) local time, on the specified closing date; Wednesday May 14th, 2025. Request for Proposal submissions are to be addressed by email only to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating RFP 03-2025 Submission.

Late bids will not be accepted.

April 28th, 2025	Request for Proposal Issued
May 5th, 2025 by 4:30 pm <i>(questions & addendums (if any))</i>	Deadline for electronic questions to Municipality (wthomson@shelburne.ca) from Interested Suppliers; Replies will be circulated to all Suppliers: Addendums (if necessary) will be the responsibility of the bidder to download from the town website at shelburne.ca or merx.com
May 14th, 2025 (3:00 pm)	Closing date for Proposal Submissions
May 23rd, 2025	The Municipality will award the Request for Proposal and notify the successful Proponent

1.2 Description of Work:

To supply all labour, equipment, and materials for the multi-age accessible playground, inclusive of safety surface material.

1.3 Owner:

Town of Shelburne
203 Main Street East
Shelburne, ON.
L9V 3K7

Consultant:

GSP Group Inc.
72 Victoria Street S.
Suite 201
Kitchener, ON.
N2G 4Y9

1.4 Contract Documents

- .1 Instructions to Bidders.
- .2 Project Information and Evaluation.
- .3 Addenda
- .4 Drawings;

L1.2 Landscape Plan – Play Structure Area

1.5 Examination of Site

- .1 It is recommended that bidders visit the site for the purpose of reviewing existing site conditions prior to submitting their bids.

1.6 Examination of Documents

- .1 Examine the bid documents thoroughly. Report to the Consultant, all conflicts, ambiguities, discrepancies, errors, and omissions.
- .2 In submitting a bid, the Contractor shall not be obligated to take into account any verbal instructions given by the Consultant, other than those issued for general clarification of the bid documents.
- .3 Modifications to the bid documents will be made by the Owner/Consultant, and only by written addendum.

1.7 Addenda

- .1 It is the responsibility of all subtrades to obtain all addenda from a Construction Association or from a General Contractor who has the Bid Documents. The Owner will not forward addenda to subtrades.

1.8 Questions

- .1 Should a Bidder find discrepancies in, or omissions from the specifications, drawings, or other documentation, or should the Bidder be in doubt as to their meaning, the Bidder should notify the Owner in writing prior to the question deadline.
- .2 All inquiries regarding this Contract shall be made directly to the town contact, Will Thomson, via email, wthomson@shelburne.ca or office phone, 519 925 2600 ext 258.
- .3 Should any discrepancies or omissions go unreported to the Owner by the question deadline, the proper interpretation shall be at the discretion of the Consultant.

1.9 Permits and Fees

The contractor is responsible for all permits and fees associated with the scope of work defined in the RFP documents.

1.10 Taxes & Duties

Include all Sales Tax and Customs Duty on all materials quoted in the Stipulated Sum (but excluding) Harmonized Sales Tax (H.S.T.)

1.11 Delays in Commencement of Construction Date

- .1 Commencement of construction is subject to the approvals being received from the necessary Governmental and Municipal Agencies as well the condition of the site. The Owner will consider no claims by the successful bidder for compensation for any losses resulting from a delay in construction start date.

1.12 Bidder Qualification

- .1 The acceptance or rejection of a bidders proposal, on the basis of past performance remains the prerogative of the Owner without cause for explanation.

1.13 Construction Schedule

- .1 Bidders shall indicate the anticipated duration of construction of each part to substantial completion.
- .2 Preferred completion date for the Playground covered in this document is by the end of October, 2025.
- .3 The successful bidder will be required to coordinate construction start-up with the contractor awarded completion of the site works.

1.14 Withdrawal of Proposals

- .1 Once submitted, a proposal is irrevocable and may be withdrawn or altered only before the time indicated for delivery of proposals.

END OF SECTION

1 General

1.1 WORK INCLUDED

- .1 The Town of Shelburne is seeking a qualified firm to design, supply and install one play structure and safety surfacing, preferably by the end of October 2025; however, should lead times impede feasibility of the preferred timeline, the bidder shall indicate their proposed completion date for consideration during the evaluation period.
- .2 This is a new installation of playground structures at Fiddle Park located at 105 2nd Line in the town of Shelburne. The play structures will be split into two play areas, as noted on the landscape plan. The playground needs to be inclusive, fit well contextually, and perform well in the outdoor environment.
- .3 Design of play structure and coordination of play structure installation with other site work, contractors and Town staff as required.
- .4 This section includes requirements for the design of playground equipment.
- .5 Testing and Certification of playground structures and surfacing by an independent, certified third party.

1.2 REFERENCES

- .1 The playground structure design shall use the most recent edition of standards and updates for the installation of Children's Playspaces, Equipment and Surfacing Systems as published by the Canadian Standards Association and the American Society for Testing and Materials.
- .2 The playground structure design is to be compliant with the Accessibility for Ontarians with Disabilities Act, 2005 standards.
- .3 CAN/CSA-Z614-14 Children's Playspaces and Equipment, including but not limited to Annex H.
- .4 CAN/CSA-B651-12 Accessible Design for the Built Environment.
- .5 ASTM F-1292-17 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment.
- .6 ASTM F2075-15 Specification for Engineered Wood Fibre for Use as a Playground Safety Surface Under and Around Play Equipment.
- .7 ASTM F1951-14 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Play Equipment.
- .8 CPSC - U.S. Consumer Product Safety Commission - A Handbook for Public Playground Safety, Volume II: Technical Guidelines for Equipment and Surfacing.
- .9 UL 94 Standard for Safety of Flammability of Plastic Materials for Parts in Devices and Appliances Testing, Underwriters Laboratories.
- .10 Consumer Products Safety Commission (CPSC)

1.3 SCOPE OF WORK

- .1 For clarity purposes, the following chart is intended to provide proponents with a summary of the scope of the work division between the General Contractor and Play Structure Designer/Installer within the context of the overall Fiddle Park Playground Tender:

	Task	Responsibility
1.	Demolition and Removals	General Contractor
1.	Site Preparation, Excavation and Grading	General Contractor
2.	Drainage System Installation	General Contractor
3.	Concrete Retaining Edge and Concrete Sidewalk	General Contractor
4.	Playground Equipment Siting, Layout, Design, Supply, and Install	Successful Proponent of this RFP Process
5.	Safety Surfacing Supply and Install – Entire Areas	Successful Proponent of this RFP Process
6.	Shade Structure Supply and Install	Successful Proponent of this RFP Process
7.	Shade Sails Over Proposed Areas	Successful Proponent of this RFP Process
8.	Play Structure Third Party Inspection/Audit (including swing set)	Successful Proponent of this RFP Process
9.	Site Restoration-Seeding, Repairs, etc.	General Contractor

1.4 PLAY OPPORTUNITIES

- .1 The Proponent will prepare a detailed playground siting and equipment plan, supply all play equipment including necessary concrete footings, anchors, safety surfacing and other required components, and fully install all playground equipment.
- .2 Detailed siting and equipment plan shall be coordinated with the enclosed Design drawings appended.
- .3 The play equipment should include but not be limited to play structures for ages 2 to 12 years that will provide a variety of play experiences.
- .4 Play structure layout must be designed with the following considerations:
- .1 Appeal to ages 2-12 and outline child capacity and age-appropriate components on the respective equipment.
 - .2 Include play area(s) or structure(s), designed for children ages 2 to 12 years, (or similar age classifications), and independent play features.
 - .3 Design should incorporate a logical circulation pattern allowing children to move from one activity to another in an interesting and challenging manner.

- .4 Layout should avoid potential conflicts between uses within and adjacent to the playground area.
- .5 The design of the play structure shall include the accessibility features, such as sensory and active play components, for children and caregivers with various disabilities into the design of outdoor play spaces. "Transfer areas" for these children to access the equipment should be incorporated and identified in the design.
- .6 The design shall ensure that play spaces have a rubberized ground surface that is firm, stable and has impact attenuating properties for injury prevention and sufficient clearance to provide children and caregivers with various disabilities the ability to move through, in and around the outdoor play space.
- .7 Have as large of play area as possible.
- .8 The latest concepts in playground design and highest play value.
- .5 The play structure should be of a design, form, and layout to accommodate natural play patterns and inspire engaging play and interaction between disabled and abled children. It should include a suitable mix of climbing, agility, exploratory and sliding activities within, around and under the structure. The design should also incorporate engaging activities and opportunity for play at each platform. Bidders are encouraged to explore creative use of play equipment (i.e. platforms as destinations, not just ramp connectors or landings).
- .6 The structure shall foster the full development of the child's motor, sensory, and social skills, provide excitement and challenge, and provide for and encourage a full range of play, socialization and learning activities including:
 - .1 Quiet and passive;
 - .2 Active and physical: running, crawling, climbing, sliding, swinging, balancing;
 - .3 Social;
 - .4 Imaginative; and,
 - .5 Solitary to group.
- .7 Provide good "flow" and alternative routes of circulation among the various elements of the play structure
- .8 Provide a special, sheltered place for gathering and conversation, that is "tree house" or "crow's nest" in effect.
- .9 Accessible Components: Ramps, transfer systems, steps, decks and roofs provide links to various play components and are not considered play elements. For accessible play, include at least one type of each of the following play components: rocking, swinging, climbing, spinning, sliding, and place of respite (for sensory break). These components can be either ground-level or elevated.

The following chart provides the desired number of accessible elevated and ground-level play components:

CSA-Z614 Annex H : Table H-1 Accessible Play Components Requirements		
Number of elevated play components provided	Minimum number of ground-level play components required to be on accessible route	Minimum number of different types of ground-level play components required to be on accessible route
1	Not Applicable	Not Applicable
2 to 4	1	1
5 to 7	2	2
8 to 10	3	3
11 to 13	4	3
14 to 16	5	3
17 to 19	6	4
20 to 22	7	4
23 to 25	8	4

- .10 Some specific items for the playground equipment have been requested and provided in the list below based on priority:
 - .1 Climbing Features (variety of skill levels);
 - .2 Slides (variety of skill levels);
 - .3 Sensory Play Elements;
 - .4 Swings; and,
 - .5 Fitness component that can be used by children or adults.
- .11 The design of the playground and the rubberized surfacing colour(s) should be designed considering the cultural significance to the park. Themes for the playground that shall be considered in the proposal are:
 - .1 Music; and,
 - .2 Critters / Garden.
- .12 Functional Requirements: All playground equipment and surfacing to be supplied and installed as per manufacturer specifications and fully covered by manufacturer warranties. The Proponent shall follow good design and construction practices, consistent with the highest and best industry standards for methods, materials, and workmanship.
- .13 **Separate Price #1:** Shade sail (or similar) to cover play equipment in larger play area to be included. Sail(s) to be durable and to withstand various weather conditions. Sails can be permanent fixtures or removable. This will be listed as a separate line item and may be included as an additional feature should budget allow.
- .14 **Separate Price #2:** Shade sail (or similar) to cover play equipment in smaller play area to be included. Sail(s) to be durable and to withstand various weather conditions. Sails can be permanent fixtures or removable. This will be listed as a separate line item and may be included as an additional feature should budget allow.

- .15 **Separate Price #3:** Shade sail (or similar) to cover picnic tables in plaza area to be included. Sail(s) to be durable and to withstand various weather conditions. Sails can be permanent fixtures or removable. This will be listed as a separate line item and may be included as an additional feature should budget allow.
- .16 **Separate Price #4:** Shade Structure within plaza area. Final shape and size to be determined by supplier to fit within space noted on provided drawings. This will be listed as a separate line item and has been allocated a budget (See item 1.12 in this document) If budget allocated for this feature is not fully utilized, the excess budget would be used for Separate Price #3.

1.5 TOWN PROVIDED ITEMS

- .1 Not applicable.
- .2 Any and all expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

1.6 SITE PREPARATION

- .1 The play structure installer/manufacture will assume the site with an existing granular drainage base approximately 400mm [16"] below finish grade.

1.7 SUBMITTALS

- .1 Bidders to provide 1 plan copy and up to 2 digital renders at 11" x 17" paper size max. in the following formats:
 - .1 1 digital submission in PDF format submitted to the Town via email. Submissions to be made to Carey Holmes: treasurer@shelburne.ca
 - .2 Detailed equipment plan shall be coordinated with the enclosed Design drawings appended.
 - .3 As an integral part of the proposal, the bidder shall supply such photographic evidence, models or shop drawings as may be necessary to present the various proposed materials. Shop drawings shall be required to accurately convey:
 - .1 The relative dimensions of all proposed units;
 - .2 The proposed layout within the specified playground;
 - .3 Setback distances; and,
 - .4 Spacing standards.
 - .4 Bidders must include coloured renderings with two views and a suitably scaled plan illustrating the proposed playground equipment layout with the specified space available including the minimum setbacks and non-encroachment zones in accordance with the most current CAN/CSA Z614 specification. Submissions must summarize the particulars of all the components including materials, finishes, hardware, deck heights, colour options and other notable specifications.

1.8 BID EVALUATION

- .1 The successful proposal shall be selected by an Evaluation Committee using a numerical scoring system as follows:

Category	Description	Score
<i>Play Value</i>		35
Quality of Play	Degree of play element challenge, amount of attraction for range of abilities and age groups.	15
Quantity of Play	Number of play elements and other interactions.	10
Variety of Play	Mix of motor and cognitive activities, differing degrees of motor challenges for range of abilities and age groups.	10
<i>Design</i>		30
Creativity	Originality in design and play elements.	10
Circulation Patterns	Opportunity for informal play on, around or through elements, proper separation of age groups.	10
Visual Appeal	Suitability to surroundings, degree of visual impact.	10
<i>Material Requirements</i>		10
Maintenance	Vulnerability of play elements' materials and connections to stress, damage or vandalism.	5
Preference Checklist*	Climbing structures	5
	Slides – non-metal	
*each criteria = 1 point	Sensory Play elements	
	Shade feature	
	Moving Play component	
<i>Service Delivery/ Warranty</i>		15
Service Delivery	Construction completion date.	5
Duration and Coverage	Length of warranty being offered on the product and extent of items covered under warranty.	5
Local Manufacturing	Play equipment is manufactured in Canada.	5
Total Non-Price Scoring		90
Total Price Scoring		10
Calculated based on the formula: (Low Bid x 10) / Bid Price		
Total Bid Score		100
Proposal Meets Requirements of CSA-Z614 Annex H		Yes/No

- .2 All scores shall be evaluated by a numerical scale as follows:

Value	Description
10	Excellent standard with no reservations
9	
8	High standard
7	
6	Good standard
5	
4	Moderate standard
3	
2	Basic compliance only
1	
0	Fails to meet minimum requirements

- .3 Where total scores are less than 10, the evaluation shall be weighted accordingly.

1.9 AWARD OF CONTRACT

- .1 The bidder with the highest average score amongst the Evaluation Committee shall be awarded the contract for the corresponding site.

1.10 SCHEDULE

- .1 Upon award of the Contract and prior to commencement of site activities, the Contractor shall submit for the Owner's approval a schedule governing the installation of playground equipment and all operations at the various playground sites. Where it becomes necessary to amend such schedule, give prior notice to the Owner.

1.11 SITE INFORMATION AND BUDGETS

- .1 Values shown shall be for the complete supply and installation of all playground equipment, including geotextile layer and safety surfacing.
- .2 All values shown are pre-HST.
- .3 Components to be included within this scope of work, including budget, are as follows:

1.12 COMPONENT INFORMATION - NEW PLAY STRUCTURES/SURFACING & SHADE

Component	Budget	Equipment	Surfacing
Playground (Two Areas)	\$378,500.00	Play Equipment <i>Ages 2 – 12 years</i>	Rubber
Separate Price #1	Provisional depending on funding	Shade Sail or similar (Over Larger Play Area)	n/a
Separate Price #2	Provisional depending on funding	Shade Sail or similar (Over Smaller Play Area)	n/a
Separate Price #3	Provisional depending on funding	Shade Sail or similar (Over Picnic Tables)	n/a
Separate Price #4	\$150,000.00	Shade Structure (Over Picnic Tables)	n/a

END OF SECTION

1. **GENERAL**

General Conditions

- .1 The Town of Shelburne's Terms and Conditions are the General Conditions between the Owner and the Contractor. Terms and Conditions provide here in.

END OF SECTION

1. The Site

The proposed play structures are to be located within Fiddle Park (see L1.2, Landscape Plan - Play Structure Area). An overall playground plan has been created assuming the required play surfacing size to fit the desired components. The playground is divided into two areas.

2. Accessibility

The design and layout of the play structure areas must incorporate the principle of “inclusive play” or “play for all”. All children have the right to play and benefit from play. All children, including children with disabilities want to explore their environments, take risks, and interact safely with others –children and adults. Adults with disabilities should also be able to interact with and assist children using the play areas. All facets of disabilities (including but not limited to mobility impairments, auditory impairments, visual impairments and learning disabilities) should be incorporated into the design so that it provides a unique accessible play area without limiting the enjoyment of all children. How well the proposal addresses all facets of accessibility will be a strong factor in the award of the contract.

3. Playground Equipment Requirements

Below is a list of playground elements that should be included and not included in the design. The intent of this park is to provide play for ages 2 to 12 years with the provision of a play structure(s).

Playground Design Elements should include:

- Accessibly Features, transfer stations, ramps, marked steps, protective railings, accessible safety surfaces.
- Elements for Visual & Hearing Impairments.
- Elements for Learning Impairments
- Elements for Mobility Impairments.
- Accessibly/Inclusive Play structure -refer to Americans with Disabilities Act (ADA) compliancy.
- Inter-Generational Opportunities (grandson-grandmother, etc.).
- All Abilities Playground.
- Separation for various abilities and ages.
- Place of respite for sensory break.

Elements that should be discouraged:

- Lack of challenge in overall design of play structure playground.
- Ramps to nowhere – nothing to do when you get there.
- Too many colours – need a good overall colour theme.
- Too much plastic – looks cheap and uninviting.
- Trip Hazards, Barriers and Inaccessible Paths for persons with mobility impairments.

4. Additional Requirements

Following award of the contract, the successful bidder's submission is subject to comments received and at the discretion of the Town, play components as proposed may be subject to change.

5. Landscape Site Works Tender (works by others)

The landscape tender will be carried out by the site works contractor. The site works contractor will be responsible for preliminary and rough grading, setting the sub-base elevations, site drainage. Final layout and extent of play area to be coordinated with site works contractor following award of the contract. The play structure bidder will be responsible for ensuring the sub-base is correct, play surface treatments and all play elements.

6. Playground Area:

The Playground will be composed of 1 or more play structure(s), locations as shown on drawing L1.2. The spaces indicated are considered the ideal size, any changes to the shape/size will need to be confirmed by the consultant/client prior to submission. The play equipment should maximize the use of space and include but not be limited to a play structure for ages 2 to 12 years that provides a variety of play experiences. Given the limited space, the play structure may focus on senior play, but is encouraged to include elements that provide junior play opportunities.

7. Project Budget

The budget for the complete supply and installation of the playground equipment; including the supply and placement of the finished approved play surface material, will be as noted below including all taxes. Those works to be completed by the site works contractor that are not included as part of the playground work as described above, will be implemented outside of this budget, so that the bidder will have the full project budget with which to work.

Total Project Budget is \$528,500.00 based on current funding availability.

Of this budget, \$378,500.00 has been allocated for the entire play structure(s), including safety surfacing; and \$150,000.00 has been allocated for the Shade Structure (Separate Price #4).

If the Shade Structure (Separate Price #4) can be delivered under budget, the excess budget can be used for the Shade Sail or similar (Separate Price #3) and potential alternative funding.

Should funding become available, Shade Sails or Similar (Separate Price #1 & #2) will be considered.

8. Schedule of Construction

The Town prefers to have the installation complete no later than the end October 2025. Bidders will provide the Owner with a proposed feasible schedule of installation.

9. Supplier Qualification

Any firm submitting a proposal shall be a member of the International Play Equipment Manufacturers Association and shall submit proof of knowledge of the CAN/CSA-Z614-14, Children's Playspaces and Equipment.

All playground equipment and materials to be incorporated into the work, all surfacing materials and all playground and circulation design and layout must meet or exceed the latest revision of CSA Children's Playspace and Equipment Standards.

10. Submission Requirements

The proposal package to the Owner must include, at a minimum, the following:

1. One (1) Complete Online RFP Submission.
2. One (1) Complete detailed information package on playstructure equipment from the manufacturer, including warranty and maintenance information in digital format.
3. Digital copy of the playstructure layout plan set, 11"x17" size, computerized format showing clearly all playground equipment, deck heights, model numbers, colours, protective safety surface, safety zone, footings and dimensions.
4. Digital copy of the playstructure of one 3 Dimensional perspective drawings showing the playground equipment, 11"x17" size, computerized format.
5. Digital copy of the playstructure of another 3 Dimensional perspective drawings showing the playground equipment, 11"x17" size, computerized format.
6. Digital copy of the playstructure component list, including a list of all key play elements and how they relate to play value.

END OF SECTION

TERMS AND CONDITIONS

ADDENDUM

If an addendum is found to be necessary, it will be released to all companies that have requested a copy of the RFP, or already submitted a proposal for the RFP. If the Town revises this RFP, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission date if more time is allowed for all Proponents to revise their proposals. It will be the responsibility of all Proponents to download from Town website or Merx.com.

CONFIDENTIALITY

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended, Proponents are advised that all correspondence provided by a Proponent responding to this RFP as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process. The Town will treat all proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) but may be released pursuant to the Act.

All public reports approved by the Town of Shelburne will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Town will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

CONFLICT OF INTEREST

The Proponent must disclose to the Town any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Town may refuse to consider the proponent. The proponent must fully disclose any potential conflict of interest with a Town employer, board member or commission that may have a financial gain with the awarding of the contract and state the nature of that interest.

FAILURE OR DEFAULT OF PROPONENT

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Town may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs/RFQs/RFPs/etc.) issued by the Town. In addition, the Town may at its option either: 1. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the

acceptance, if any, of the Town shall be null and void; or 2. Require the Proponent to pay the Town the difference between its Proposal and any other Proposal which the Town accepts, if the latter is for a greater amount and, in addition, pay the Town any cost which the Town may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Town its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the proponent.

INDEMNIFICATION

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, its elected officials, officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Town by reason of any act or omission of the Proponent, his agents or employees, in the execution of his work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful proponent in accordance with the RFP.

INSURANCE

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Proponent by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.

Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non- owned or hired units).

All premiums and expense incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

LIMITS AND LAWS/CONFORMITY TO LEGISLATION

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules and regulations including but not

limited to, Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.

NON-COLLUSION

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Town reserves the right to disqualify the Proposal.

PROCUREMENT POLICY

Contract Award and Execution shall be in accordance with the Town's Municipal Procurement Policy 2019-05. A copy of the Procurement Policy is available on the Town's website: [Municipal-Procurement-Policy-2019-05.pdf](#). This document is available in alternative format upon request.

TOWN'S RIGHT TO ACCEPT OR REJECT

The Town of Shelburne reserves the right to accept any proposal or proposals or any portion of any proposal that the Town determines is in the Town's best interests, even if that proposal is not the lowest in dollar amounts. Such decisions of the Town are final and binding.

The Town of Shelburne reserves the right to reject any proposal, even if that proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team finds the most appropriate. The Town will not be liable for any incurred costs that may arise from submitting the proposal.

It is not the intention of the Town to award this RFP to any Supplier who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Proposal. It will be the Supplier's responsibility to clarify any details in questions before submitting a proposal.

The Town of Shelburne will not bear any fault for any oral communications. The Town reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.

Proponents are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners as the case may be.

TOWN'S AUTHORITY

The Director of Development & Operations shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Director of Development & Operations or designated representative, shall supervise, direct and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.

WORKPLACE SAFETY AND INSURANCE BOARD

A Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) must be provided prior to the commencement of the project, providing adequate proof that all payment by the Proponent have been made.

The Proponent clearly understands and agrees that they are not, nor is anyone hired by the Proponent, covered by the Corporation of the Town of Shelburne under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts.

The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.